

MEMBERSHIP AGREEMENT

Membership Terms and Conditions

MEMBERSHIP

Membership is gained upon completion of this application and payment of the necessary fees. All memberships begin the day of purchase and are valid for one (1) year. Membership is automatically renewed every twelve (12) months unless a request is received to change or to cancel membership. Proof of eligibility is required to receive discounts. Membership covers use of the facility. Some programs are offered to members at a discounted rate.

MEMBERSHIP UPGRADES

You may upgrade your membership type at any time by contacting our member services department.

MEMBERSHIP DOWNGRADES

An administration fee of \$25 will be charged for downgrades before your expiration date.

CONSUMER'S RIGHT TO CANCELLATION

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS CONTRACT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS CONTRACT.

Under Massachusetts General Laws Chapter 93, Section 82, there are additional termination rights in certain specified circumstances associated with:

- 1) In the event of member's death or incapacity.
- 2) In the event member becomes significantly medically or physically disabled for a period of three (3) months as certified in writing by a licensed practicing Massachusetts Physician.
- 3) If the Beede Center facilities are not available because it permanently discontinues operation of the health club or substantially changes the operation of the health club.
- 4) If member moves his/her permanent address residence to a location more than twenty-five (25) miles from the Beede Center.

The Recreation Department requires 30 days written notice of intent to cancel and a \$25 cancellation fee. Your joining fee will not be refunded. Cancellations are accepted before renewal, provided conditions under "Consumer's Right to Cancellation" have been met.

MEMBERSHIP FREEZE

If other circumstances arise that prevent you from using your membership, please contact the Recreation Department.

CENTER'S RIGHT TO CANCELLATION

The Recreation Department has the right to terminate your membership agreement when one or more of the following circumstances apply:

- 1) Non-payment of balance 60 days overdue.
- 2) Damage to Center property or facilities.
- 3) Violation of club privileges or policies.
- 4) At the discretion of the Recreation Department staff.

In the event the Recreation Department terminates your membership you will receive a pro-rated credit for the unused pre-paid portion of your membership (including unused pre-paid program fees). Credit will be applied to current or outstanding balance due.

RESALE OF MEMBERSHIP

Membership may not be resold or transferred to another party.

JOINING FEE

The Joining Fee is non-refundable. If your membership has been financially inactive for a period exceeding 1 year, you are required to pay the joining fee again.

ANNUAL PAYMENT PLAN

Members will pay the full membership fee at the time of joining. Rate changes will be reflected at the time of renewal.

INSTALLMENT PAYMENT PLAN

This plan is a 1 year contract. At the time of enrollment, members will pay their Joining Fee plus the first of 10 payments for membership. Payments are due for the next 9 consecutive months. Rate changes will be reflected at the time of renewal. Installment plans are subject to a 10% processing fee. A charge of 2 automatic payments will be made for early cancellation.

PERSONAL PROPERTY

Members are responsible for their own property brought to the Beede Center. Members may not hold the Town of Concord responsible for loss of, theft of, or damage to any personal property.

HOURS OF OPERATION

Beede Center hours are established and outlined in the Membership literature. Use of the Beede Center outside of these hours is prohibited. Further, the Recreation Department reserves the right to alter the hours of operation without prior notice, however, if this is necessary, the Beede Center will make every attempt to notify the membership.